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Current Topics.

Obtaining Betting Credit by Fraud.

AN INTERESTING point of law was recently considered at the London Sessions, namely, whether criminal proceedings could be taken against a man alleged to have fraudulently incurred a betting debt to a bookmaker. Section 13 (1) of the Debtors Act, 1869, enacts that "any person shall in each of the cases following be deemed guilty of a misdemeanour . . . (1) if in incurring any debt or liability he has obtained credit under false pretences or by means of any other fraud." For the prosecution it was argued that "any" debt or liability would include certain debts or liabilities which were not necessarily enforceable at law. The Chairman (Mr. CECIL WHITELEY, K.C.), however, quite properly, in our opinion, ruled that betting transactions were not debts or liabilities within the meaning of the section, and that therefore the offence created by it had not, in the circumstances, been committed.

Domicil and Renvoi.

IN THE important case of *In re Annesley: Davidson* v. *Annesley*, reported in the current number of the Chancery Reports (1926, 1 Ch. 692), Mr. Justice RUSSELL had to consider the vexed questions of domicil and renvoi. The lucid judgment of that learned judge has done much to straighten out a complicated situation. He held, first, that the question whether the testatrix at the time of her death had acquired a French domicil was a question solely of English law to be decided without regard to the fact of whether or not she had, according to French law, acquired a French domicil. In so doing he accepted the dissenting judgment of Lord LINDLEY in *In re Martin*, 1900, P. 211, and declined to follow *In re Johnson*, 1903, 1 Ch. 821, where FARWELL, J., had based one part of his judgment on the view that a domicil in a foreign country not recognized by the law of that country was, in the eye of the English law, no domicil at all. He held, secondly, that according to English law domicil does not depend upon mere declaration, but flows from the combination of fact and intention; and that if a particular domicil clearly emerges from a consideration of the other relevant facts a declaration of intention (in this case expressed in a will and codicil) to retain some other domicil will not suffice to destroy the result of those facts.

Having decided that the domicil of the testatrix at her death was French, it followed that French law applied. But the French law applicable in the case of a person not legally domiciled in France is the law of that person's nationality, in this case English. But English law refers the question back to French law; and there is no logical reason why this oscillation should ever cease. Mr. Justice RUSSELL held that upon the evidence before him the French courts would accept the renvoi, the reference back to French law, and would apply French municipal law. Speaking for himself, however, he expressed his concurrence with the view taken in *Re Tallmadge*, "New York Law Journal," 17th October, 1919, an American case decided in the Surrogate's Court of New York. The Official Referee in that case decided that the *Theorie du Renvoi* was not an established part of either Anglo-Saxon or continental law, and that where the law of the United States requires that the personal estate of an American citizen who dies domiciled in a foreign country shall be administered in accordance with the law of that country it means in accordance with the law which that country would apply to its own subjects domiciled there. This is a direct route along which, as Mr. Justice RUSSELL remarks, no questions of renvoi need be encountered at all.

Lawyers and their Rewards.

UNDER THE heading "An Outlaw's Gratitude," the Vancouver correspondent of *The Times* sends a curious story of the gratitude of an Indian to the lawyer who successfully defended him some years ago on a capital charge, this taking the form of the disclosure of the secret source of enormously rich gold-bearing streams in the far north of Canada. Whether the expedition which has just set out will succeed in discovering a Canadian Pactolus remains to be seen; if it does, the lawyer will probably find himself, in JOHNSON'S phrase, "rich beyond the dreams of avarice." Most lawyers have to be content with remuneration on a less ample scale; but the gratitude of clients sometimes takes odd forms. Sir WALTER SCOTT, when a young advocate at the Scots Bar, defended a notorious house-breaker at Jedburgh, who, although convicted, wished to show his gratitude for the exertions of his counsel, and, accordingly, requested to see him in the cell. SCOTT'S curiosity induced him to accept the invitation, and, when the two were together, the prisoner said: "I am very sorry sir, that I have no fee to offer you, so let me beg your acceptance of two bits of advice which may be useful perhaps when you come to have a house of your own. Never keep a large watch dog out of doors—we can always silence them cheaply—but tie a little light yelping terrier within; and, secondly, put no trust in nice, clever, gimcrack locks—the only thing that bothers us is a huge old heavy one, no matter how simple the construction—and the ruder and rustier the key, so much the better for the housekeeper." SCOTT never forgot this incident, and years afterwards, at a circuit dinner at Jedburgh, summed up the advice in the rhyme—

"Yelping terrier, rusty key,
Was Walter Scott's best Jeddart fee."

The late Sir FRANK LOCKWOOD, too, had a curious experience arising out of his defence, undertaken at the request of Mr. Justice LOPES, of the notorious CHARLES PEACE, who was tried at Leeds in 1879 for murder. It was a hopeless case to fight, and PEACE was sentenced to death. From his cell he sent a message to LOCKWOOD thanking him for his exertions and begging his acceptance of the ring which accompanied the message—a ring which, he added, he himself had worn for years. Mr. AUGUSTINE BIRRELL, who tells the story in his charming sketch of LOCKWOOD, says that the ring bore a suspicious resemblance to a knuckle-duster, but despite this, LOCKWOOD expressed himself as highly pleased, saying he had never had anything one-half so handsome given him before. When, however, he took it home Lady LOCKWOOD would have none of it, and refused it shelter even for a night! Not long afterwards, on being congratulated on his defence of "PEACE with Honour," LOCKWOOD accepted the compliment, but added that it was not "PEACE at any price," for his pleading had been unfeed." One of the most ungrateful of clients was surely the Scottish clergyman, charged before the General Assembly of the Church of Scotland with drunkenness, who handed his counsel, JAMES CRAUFORD, afterwards Lord ARDMILLAN, a neat little packet which looked like a fee of fifteen or twenty sovereigns, but which on subsequent investigation proved to be six round peppermint lozenges of the kind most effective for stifling the smell of whisky. In view of this the reader will not be sorry to learn that the cynical humorist was found guilty and deposed.

Secretary of State for Scotland.

BY THE passing of the Secretaries of State Act, 1926, Scotland has at last achieved what Scotsmen for considerably more than half a century have quietly, but persistently, asked for—adequate representation in the executive Government. After the extinction of the office of Principal Secretary of State for Scotland in 1746, on the resignation of the Marquis of TWEEDDALE, the burden of Scottish affairs fell almost entirely on the shoulders of the Lord Advocate, who discharged the duties as well as they could be by one who had to divide his time between Edinburgh and London. Nominally, it is true, Scottish business was under the Home Office, and on one occasion when a Scottish member stated in the House of Commons that it was in the hands of the Lord Advocate, the late Sir RICHARD CROSS, then Home Secretary, interposed sharply, "I have charge of these matters." More than once the Scottish people complained bitterly of the way they were treated by Government departments, and during an agitation against the supervision of Scottish education by a committee sitting in London, one speaker declared, with some humour, that the Lords of Council "are a very grand body when put on paper, but when we go to them they dwindle down to one single gentleman sitting on a three-footed stool, and that is the Privy Council"! A forward step was taken in 1885 by the creation of a Secretary for Scotland—an office held for some time by Lord DUNEDIN and by the present Lord Justice-Clerk of Scotland (Lord ALNESS)—and now by the Act of this year Scotland obtains again, after a very long interval, a Principal Secretary of State all to herself. Incidentally, it may be pointed out that specific provision has had to be made in the new Act increasing the number of Principal Secretaries of State capable of sitting and voting in the House of Commons from four, as provided by the Government of India Act, 1858, and five, as permitted by the Air Force (Constitution) Act 1917, to six.

Dockowners and Limitation of Liability.

WE REFERRED (*ante*, p. 535) to the decision of Mr. Justice HILL in *The Ruapehu* (70 SOL. J. 652), in which case it was held that ship repairers who were also dockowners were not entitled to limit their liability, by reason of the fact that they were also dockowners, for damage done by them to a vessel while it was undergoing repairs by them in their own dry dock. This decision has now been reversed by the Court of Appeal (1926, W.N. 235). Section 2 (1) of the Merchant Shipping (Liability of Shipowners) Act, 1900, provides that "the owners of any dock or canal . . . shall not where without their actual fault or privity any loss or damage is caused to any vessel or vessels . . . be liable to damages beyond an aggregate amount not exceeding £8 for each ton of the tonnage of the largest registered British ship, which at the time of such loss or damage occurring, is, or within the period of five years previous thereto, has been within the area over which such dock or canal owners . . . perform any duty or exercise any power." Mr. Justice HILL, in coming to the above decision in the case of *The Ruapehu* was to a large extent influenced by the decision of the Court of Appeal in *The City of Edinburgh* (1921, P. 274). In that case the plaintiffs were ship repairers and also the owners of a dry dock, known as Grayson's Dry Dock, Garston. It appeared that while the vessel was lying in the Hornby Dock, Liverpool, a dock belonging to the Mersey Dock and Harbour Board, where it was undergoing repairs by the plaintiffs, a fire broke out owing to the negligence of one of the plaintiffs' servants, thereby causing damage to the vessel and her cargo. The Court of Appeal, affirming the decision of Mr. Justice HILL, held that the plaintiffs were not entitled to limit their liability on the ground that they were dockowners as well. In his judgment Lord STERNDALE, M.R., said (1921, P., at p. 277): "The contention is that s. 2 enables the dockowner to limit his liability for any damage done to a vessel however caused and wherever caused, because he happens to be the owner of a dock, and as HILL, J., points out . . . it would be a very easy method of insurance to become possessed of a very small slip or jetty to which only a very small vessel could come. No liability could then occur for any injury done by the slip or jetty to a vessel or goods on board a vessel beyond £8 on a tonnage of perhaps five or ten tons according to the size of the small vessel which could get or had got to their jetty. I have not used the word 'absurd' up to now, but I am prepared to use it, and to say that such a result would be 'absurd.'" The learned Master of the Rolls thus expressed the nature of the limitation of liability. "The section" (i.e., s. 2), said the learned judge, "must refer to a limitation of liability of the dockowners as such, i.e., in respect of something in some way connected with his dock." In holding, however, in the case of *The Ruapehu* that the plaintiffs were entitled nevertheless to limit their liability, the Court of Appeal were in no way expressing any dissent from the above proposition of law laid down in *The City of Edinburgh*. The two cases can be distinguished on the ground that in the case of *The Ruapehu* the vessel while undergoing repairs was in fact in a dock belonging to the repairers, whereas in *The City of Edinburgh* that was not the case. The Court of Appeal in *The Ruapehu* expressly declared that some limitation had necessarily to be placed on the wide language of s. 2, the more natural qualification, in their opinion, being a limitation in respect of *area*, and *not* in relation to the nature of the act done. It seemed impossible, the court pointed out, when a vessel was in a dry dock belonging to a company who were also doing the repairs, to distinguish between the capacities of dock owners and ship repairers as regards many of the acts necessary to be done. To this we would venture to add that when such a distinction can be drawn the question of limitation must depend on whether the act in question is referable solely to the capacity of the plaintiffs in the limitation action, as ship repairers or on the other hand to their capacity as dock owners. Where, however, such distinction can be drawn, then clearly according to the decision of the Court of Appeal in *The Ruapehu*, the ship repairers can claim limitation if the vessel was at the time undergoing repairs in a dock belonging to them.

Local Land Charges.

THE Minister of Health has issued a circular (719) to local authorities in England and Wales drawing their attention to the amendments of s. 15 (Pt. VI) of the Land Charges Act, 1925, made by s. 7 of the Law of Property (Amendment) Act, 1926, and by the Schedule referred to in that section.

The amendments are intended to remove doubts which had arisen as to the interpretation of the provisions relating to local land charges in the principal Act, and are to the following effect :—

(1) *Amendments of s-s.* (1) *of s.* 15 *of the principal Act.*—This amendment makes it clear that sums recoverable by statute from successive owners or successive occupiers of property are to be registered as local land charges, whether expressed to be a charge on the property or not.

A number of charges for street and sanitary works, for instance, are recoverable by statute from successive owners and occupiers, but are not charged directly on the land, and these will have to be included in the local registers.

(2) *Amendments of s-s.* (6) *of s.* 15.—These amendments are designed to ensure that local land charges can be registered by reference to the land affected, and not necessarily by reference to the estate owner. Registration by reference to the land affected was permissible under the principal Act in certain cases. Doubts were raised, however, whether this could be adopted as a general practice, although it was usually the more convenient method and was that contemplated as normal in the Local Land Charges Rules (S.R. & O., 1925, No. 1148/L34), and these doubts are now removed.

(3) *Amendment of s-s.* (7) *of s.* 15.—This amendment is to remove doubts which had been raised as to the following matters :—

(*a*) the extent to which registration is to be made of prohibitions or restrictions on the use of land or buildings generally, imposed directly by statute or in pursuance of statutory powers (whether public general Act or local Act) ;

(*b*) the registration as land charges (s. 10, Class D, of the principal Act) or local land charges of prohibitions or restrictions enforceable under agreements made with a local authority—for example, under s. 2 (4) of the Housing Act, 1923 (which empowers a local authority to impose conditions in the case of houses towards the building of which they have given financial assistance), or s. 59 (1) (*d*) of the Housing Act, 1925 (which relates to the sale of houses by local authorities) ;

(*c*) the registration of prohibitions or restrictions imposed after the 1st January, 1926, in pursuance of a town planning scheme in force before that date, and, therefore, not registrable as a scheme under the principal Act.

The new sub-section excludes from registration, as a local land charge, prohibitions or restrictions directly imposed by statute and provides for the registration of—

(*a*) any town planning scheme, and any authority or resolution to prepare or adopt a town planning scheme whenever made, given or passed ;

(*b*) any prohibition or restriction binding on successive owners of land or buildings which is imposed by a local authority by order, instrument or resolution after the commencement of the principal Act, or which is enforceable by a local authority under any covenant or agreement, or by virtue of any conditions attached to a consent, approval or licence granted by them after that date. This does not, however, apply to a prohibition or restriction which operates over the whole of the local authority's district or any contributory place therein, or to a prohibition or restriction which is or may become enforceable by virtue of a town planning scheme (which, as already indicated, is registered by reference to the scheme, authority or resolution), or to a prohibition or restriction imposed by covenant or agreement between lessor and lessee (in view of the provisions of s. 85 of the Law of Property Act, 1925, this would appear to include a covenant between mortgagor and mortgagee).

It will be seen that prohibitions or restrictions enforceable by a local authority under covenant or agreement may be registered both as local land charges and as land charges (s. 10, Class D, of the principal Act) ; but s. 21 of the principal Act provides that, where a charge may be registered under two or more parts of the principal Act (with which the new Act is to be construed as one), registration under any one part will be sufficient. It will no doubt be found generally convenient to register transactions of this kind as local land charges.

Some minor amendments of the Rules may be required in consequence of the amendments of the principal Act, and this matter is under consideration. The amendments are not likely, however, to affect the general form of the register which has to be kept, and need not prevent local authorities from proceeding with the registration of charges in their existing local land charges registers in accordance with the amended provisions.

Claim for Possession of Dwelling-house.

WE have received the following report of a judgment delivered by His Honour Judge FARRANT in the above case on the 7th inst. The facts raise an interesting point and we give below the contents of the judgment.

March County Court. *N. W. Vanderweyden* v. *Fredck. John Spooncer.* 19th June and 7th August.

This was a claim for possession of a dwelling-house and premises known as Norfolk House, St. Johns-road, March, which had been let to the defendant under an agreement, dated the 31st October, 1923, and the circumstances under which the claim was brought were these : The defendant was originally tenant of another house belonging to the plaintiff, but the latter requiring possession of this house for the occupation of an employee gave the defendant a notice to quit, which expired at some date prior to the 29th August, 1923. The defendant held over after the expiration of the notice to quit, and as the house was a controlled house he thereby became a statutory tenant, and entitled in respect of it to the protection of the Rent Acts. The plaintiff on the 26th September, 1923, purchased the house which was the subject of this claim, and the latter house if not already decontrolled at the time of purchase became so before it was let to the defendant. On the 27th September, 1923, the plaintiff's solicitors wrote to the defendant and offered him this second house on terms which apparently suggested to the defendant's solicitor, whom the defendant had previously been advised to consult on the subject of the Rent Acts, that the house was being offered as alternative accommodation within the meaning of the Acts. At all events the defendant's solicitors on the 29th September, 1923, wrote to the plaintiff's solicitors a letter in which they referred to this second house as being offered as "alternative accommodation." The plaintiff's solicitors replied to this on the 3rd October, 1923, but made no reference to the term "alternative accommodation" as affecting the second house, and taking the correspondence as a whole I find it impossible to hold that there was any direct representation in it on behalf of the plaintiff that the second house was in any way protected by the Rent Acts. What happened afterwards was this : The plaintiff instructed his solicitors to draft a tenancy agreement in respect of the second house. No copy of this was sent to the defendant or his solicitors, but on the 31st October, 1923, the managing clerk of the plaintiff's solicitors took the original to the defendant's house, where it was read over to him and he eventually signed it. Now it was alleged in the course of the proceedings that before the defendant signed he was assured by the clerk in the

course of a conversation in which the defendant's wife took part, that this second house was protected under the Rent Acts, and if the defendant had been able to establish this, it might have put a different complexion upon the case. But I am not satisfied on the evidence that any such conversation as was alleged in fact took place. And what happened next was that the defendant vacated the first house and went into occupation of the second, and he has continued to occupy the latter, down to the present time on the terms of the new tenancy agreement. On the 31st December, 1924, he was given a month's notice to quit in accordance with the terms of the agreement, and this was followed by a notice to increase rent which, however, the defendant refused to pay, with the result that correspondence ensued between the plaintiff's solicitors, and the solicitors acting for the defendant in which the latter contended that the defendant was still entitled to the protection of the Acts, a contention which was traversed by the plaintiff's solicitors. Finally, a notice to quit was given the defendant dated the 29th April, 1926, and expiring on the 1st June, 1926, but as the defendant still refused to vacate the premises the proceedings were instituted. Those being the facts, the question I have to decide is whether or not the defendant was protected by the Rent Acts in respect of the second house. Now if the defendant had gone straight into it after leaving the first house without a fresh tenancy agreement being entered into, he might have retained his status as a statutory tenant. But here there was a new agreement complete in its terms, the effect of which in my view was to put an end not only to the original, but also to the statutory tenancy and to create a fresh one. No steps were ever taken by the defendant to set this new agreement aside, or to have it rectified on the ground of mistake, and fraud was not pleaded in the course of the proceedings. The agreement was good on the face of it, and under these circumstances I find it impossible to go behind it. I must therefore hold that so far as the second house was concerned, it remained a decontrolled house, and the defendant had lost his status of a statutory tenant. The defendant was not entitled to the protection of the Acts, and the application must succeed, and the plaintiff is entitled to an order for possession.

SOLICITORS: *Ollard and Ollard* (March); *Hunt and Williams* (Peterborough).

A Conveyancer's Diary.

Power of the Court to Authorise S.L.A. Trustees to Exercise S.L.A. Powers.

By s. 24 (1) of the S.L.A., 1925, it is enacted that where it is shown to the satisfaction of the court that a tenant for life who has by assignment or otherwise ceased to have a substantial interest in the settled land has unreasonably refused to exercise the S.L.A. powers conferred upon him or consents to an order under this section, the court may, on the application of any person interested in the settled land, make an order authorising the trustees of the settlement to exercise the S.L.A. powers in respect of such land in the name and on behalf of the tenant for life.

In *Re Craven's S.E.*, 1926, W.N. 257, Mr. Justice Astbury was called upon to consider the effect of this provision and to decide whether it applied to the facts before him. Those facts were as follows: C, under a re-settlement dated in 1919 and in the events which had happened, was entitled to a protected life interest in the net rents and profits of the Craven Estates with remainder over to his infant son. The terms of this re-settlement were in 1923 construed by Lawrence, J., to have expressly given to C the same S.L.A. powers as if he were tenant for life in possession, but they did not, it must be noted, actually constitute him tenant for life or limited owner with an estate or interest in possession under S.L.A., 1882, s. 58. C desired to be relieved of his responsibility with regard to the settled land in favour of the trustees of the settlement, and the question raised was how could this be done. Could an order be made pursuant to s. 24 (1) authorising the trustees of the settlement to exercise the S.L.A. powers in the name and on behalf of the tenant for life?

It will be observed that s. 24 (1) refers only to the case of a tenant for life. The expression "tenant for life" is defined by s. 117 (1) (xxviii) of the S.L.A., 1925, to include "a person (not being a statutory owner) who has the powers of a tenant for life under this Act"; the expression "statutory owner" is defined, *ib.*, para. (xxvi), as meaning the trustees of the settlement or other persons who, during a minority or at any other time when there is no tenant for life, have the powers of a tenant for life under this Act.

It is clear that the definition of tenant for life given in s. 117 is not meant to be exhaustive. In fact, the strict meaning of that expression is found in s. 19 of the S.L.A., 1925. What the definition contained in s. 117, in effect, does is to say that the other limited owners who are by s. 20 given the powers of a tenant for life, though most of them are not tenants for life strictly so called at all, shall, as regards the S.L.A., for convenience' sake, be included in the class of persons denoted tenants for life in the more comprehensive sense.

It is to us a matter of regret that some expression other than "tenants for life," for example, "limited owners," was not appropriated and defined to denote the classes mentioned in s. 20, and the expression "tenants for life"' confined to its own strict meaning. Had this been done we would have had three distinct classes of persons having S.L.A. powers—namely, tenants for life, limited owners, and statutory owners, and some confusion would have been avoided.

When the definition of statutory owner, contained in s. 117, is studied in conjunction with s. 23 of the S.L.A., 1925, it will be seen that C in the *Craven Case* fell into the class of statutory owners. Section 23 (1) enacts that where under a settlement there is no tenant for life, nor (independently of s. 23) a person having the powers of a tenant for life, then any person of full age on whom such powers are *by the settlement expressed to be conferred*, and in any other case the trustees of the settlement, are to have the powers of a tenant for life under the S.L.A. C was a person on whom the S.L.A. powers were by the re-settlement expressed to be conferred. It followed, therefore, that s. 24 (1) not applying to a statutory owner, the court could make no order under it in this case and Astbury, J., decided accordingly.

The alternative course which the learned judge was asked to follow was to make a declaration that upon C, by deed, releasing the powers of a tenant for life conferred upon him by the re-settlement, the trustees would have the powers of a tenant for life under s. 23 (1) (*b*).

Now, section 155 of the L.P.A., 1925, enacts that "a person to whom any power, whether coupled with an interest or not, is given, may by deed, release or contract not to exercise the power." It might, however, be argued that s. 104 of the S.L.A. would operate to prevent C from releasing his powers. But, as Mr. Justice Astbury pointed out, the provisions of s. 104 only apply to tenants for life. C, being a statutory owner, was not debarred from releasing them. Therefore, the course was clear for C, by deed, to release the powers expressly given to him by the re-settlement, and the trustees would then become statutory owners by virtue of s. 23 (1).

Order of the Court under S.L.A., 1925, s. 24 (1). Practice.

A short but important practice point was decided by Eve, J., in *Re Cecil's S.E.*, 1926, W.N. 262. It may be briefly stated as follows:—Where an application by summons in chambers is made by the assignee of a tenant for life for an order under s. 24 (1) of the S.L.A., 1925, the tenant for life must be made a party to the summons, or, if not, his consent in writing should be strictly proved.

Landlord and Tenant Notebook.

Rent Acts—Portion of Premises sub-let to Landlord for Business Purposes.

In the following query a correspondent raises two points of considerable interest: A is the owner of a double-fronted house, let to B as tenant at a rent of 10s. per week, the tenant having the protection of the Rent Acts. B, presumably having found that she no longer required the whole of the premises, some months ago agreed with a sub-tenant, C, to sub-let to him one room and a cellar at a rent of 10s. per week. C immediately proceeded to board up the premises, sub-let and converted the same, at an expenditure of approximately £60, into a shop suitable for his trade of a butcher. A fortnight later B increased the rent of C to 15s., and again a week later to £1, at which figure the rent now stands. C then arranged with A, the owner of the premises, for a sale to him of the same (namely, the parts occupied by B and C) and has signed a contract for that purpose, and the matter is nearing completion. The question arises as to the position of C after the property has been conveyed to him.

(1) How does the purchase by C affect his sub-tenancy under B? Will such sub-tenancy remain in existence, and will B be in a position to determine the sub-tenancy, notwithstanding the fact that the sub-tenant is the owner of the whole of the property, and will C still be liable to pay whatever rental is imposed by B?

(2) If C is not liable to pay any further rent to B, then is C entitled to have an apportionment made by the court fixing the proportion of the original rent of 10s. a week payable by B to C?

(1) The first question involves a consideration of the doctrine of merger. In order to constitute a merger in a case of this kind, it is essential that both the term and the reversion should vest in the same person in the same right without any intervening estate. If there is an intervening estate, however small, no merger will be effected. Thus in *Burton* v. *Barclay*, 1831, 7 Bing. 745, L, being seised in fee demised to B for 21 years from June, 1814. B demised to M for 21 years from June, 1814, less 21 days, and then by deed poll granted to L the indenture of lease to M the premises thereby granted and the rent reserved to hold to L his executors, etc., for the time mentioned in the demise to M. It was held, *inter alia*, that there was no merger. "Looking at the intention of the parties," said Tindal, C.J., *ib.*, at p. 756, "no doubt can be raised but that it was the object, and the sole object and intention of the grant to assign to L the improved rent arising from M's underlease. The improved rent was incident to the reversion of 21 days, which B had reserved to himself out of his entire term. And if that reversion passed by the grant to L, it would necessarily defeat the very object of the parties, by merging it in the fee, and thereby depriving the grantee of any action upon the covenants. The parties therefore never could have intended to destroy this immediate reversion . . . We think this deed did not operate as a surrender of B's reversion of 21 days to L the owner of the fee."

There being therefore no merger in the case that has been put by our correspondent, what is the respective position of the parties? It would appear from the facts as stated in the query that B's tenancy is not a statutory but a contractual tenancy, no notice to quit having been even apparently given to B, and her tenancy not having been determined in any other way. It is therefore not necessary to consider the difficult question of what would be the position if B's tenancy was purely statutory, although even in such a case, notwithstanding that the statutory tenant has no estate, and his rights are merely in the nature of rights in *personam*, we are of opinion that no merger would take place. C therefore occupies a dual position. While he is B's landlord he is also B's sub-tenant, as far as the portion of the property in his occupation is concerned. The sub-tenancy created by B still exists and is not extinguished in any way. C's position *qua* sub-tenant of B is similar to that of any other sub-tenant, and is not affected in any way by the fact that C is also the landlord of the whole of the premises. That being so, it is clear, since the portion occupied by C is not protected by the Rent Acts, as between himself and B—that portion having been sub-let and used as business premises—that B is entitled to determine C's sub-tenancy by the service of a proper notice to quit. It is also clear that B is also entitled to increase C's rent by terminating the sub-tenancy and intimating to C that if he continues in possession thereafter he must pay an increased rent.

(2) With regard to the second point raised in the query, we are of opinion that C is not entitled to an apportionment of rent in respect of the portion occupied by him, for the simple reason that the portion sub-let to him is not a dwelling-house within the Rent Acts, but purely business premises. He would, no doubt, be entitled to an apportionment if the portion sub-let to him can be regarded as a dwelling-house notwithstanding its uses for business purposes, but there does not appear to be any ground on which a court might arrive at such a finding.

It would appear that C's best plan, in the circumstances, would be to terminate B's tenancy and to attempt to obtain an order for possession of the whole premises, or alternatively, of the whole, less the part actually occupied by B. It seems from the case of *Salter* v. *Lask*, 155 L.T. 502; 156 L.T. 337, that the claim for possession may be limited to part only of the demised premises.

Obituary.

Mr. J. A. BURRELL.

Mr. Joseph Arthur Burrell, solicitor, a senior partner in the firm of Messrs. Farrer & Co., of 66, Lincoln's Inn Fields, died at his residence, "Oakholm," Wimbledon Common, on Wednesday, 4th inst., at the age of seventy-six.

Educated at Brighton College and Trinity College, Cambridge, he was admitted a solicitor in 1875. Mr. Burrell was an able and industrious lawyer and for half a century never missed a day at the office on account of illness. He was a member of the Wimbledon and Putney Commons Conservators, to which body he was appointed in 1893, and he remained an active member thereof up to the time of his death. During his thirty-four years of service on the Board, he did much useful work and was deeply interested in the improvement and preservation of the amenities of that spacious and delightful open space. He was a member of the Royal Wimbledon Golf Club and for thirty years a Trustee of Christ Church, Copse Hill—a chapel of ease to the Parish Church of St. Mary. He leaves a widow, two sons and one daughter. The deceased gentleman was a member of The Law Society.

Mr. W. E. C. SMITH.

Mr. Walter Edward Clayton Smith, solicitor, died at Kirbymoorside (Yorks), on Friday, the 30th ult., at the age of seventy-two. He was admitted in 1876, practised for more than thirty years at Pontefract, and had the reputation of being one of the ablest practitioners in the West Riding. He was a member of The Law Society.

Judge STANLEY WEIR.

The death at Montreal is announced by Reuter's correspondent of Judge R. Stanley Weir of the Montreal District Admiralty Court. He was the author of the English version of the Canadian National hymn. W.P.H.

LAW OF PROPERTY ACTS.

POINTS IN PRACTICE.

Questions from Annual Subscribers are invited and will be answered by an eminent Conveyancer. All questions should be addressed to—The Assistant Editor, "The Solicitors' Journal," 94-97, Fetter Lane, E.C.4. The name and address of the Subscriber must accompany all communications, which should be typewritten (or written) on one side of the paper only and be in triplicate. To meet the convenience of Subscribers, in matters requiring urgent attention, answers will be forwarded by post.

DEATH OF TENANT FOR LIFE—TRUST FOR SALE—PROCEDURE.

429. *Q.* A, by her will, appointed her husband, B, and her brother-in-law, C, executors and trustees thereof and devised her real estate upon trust that her trustees should permit her said husband to have the use and enjoyment thereof during his life, and after his death A directed her trustees to sell and to divide the proceeds between her sisters, naming them. The testatrix also empowered her trustees, if they should in their absolute discretion think fit, to sell the said real estate during the life of her said husband and to invest the proceeds and pay the income to her said husband during his life. A died on 11th February, 1920, and her will was duly proved, the husband, B, died 18th June, 1926. C, the surviving trustee, is now desirous of selling the real estate. Is the real estate settled land, or does the discretionary power to the trustees to sell the land during B's life make the trust for sale an immediate one? Who can sell, and what is necessary to put them in a position to sell?

A. The real estate is settled land, for the trustees had merely a power as distinct from a trust for sale. On 1st January, 1926, by virtue of the L.P.A., 1925, 1st Sched., Pt. II, paras. 3 and 6 (*c*), B took the legal estate, and, in accordance with the S.L.A., 1925, s. 30 (1) (iv), B and C became trustees for the purposes of that Act. The discretionary power of sale also ceased to be exercisable by the trustees and was transferred to the tenant for life, see s. 108 (2). On the death of B, if he left a will, C as surviving trustee for the purposes of the Act is his special personal representative *qua* the settled land, see s. 22 (1) of the A.E.A., 1925. If he died intestate, C can apply for administration under s. 162 (1) (*b*) of the J.A., 1925. In either case he must pay or provide for the death duties and then assent to the devise to himself in trust for sale (see also S.L.A., 1925, s. 7 (5)). Before exercising the trust for sale he must, of course, appoint a co-trustee to give receipt for the purchase-money.

UNDIVIDED SHARES—SOLE TRUSTEE—SALE—PROCEDURE.

430. *Q.* In 1925 A, B and C buy a piece of freehold land, the purchase money being found by them in equal shares, and the conveyance being taken in the name of A, who signed a letter that he holds the property on behalf of himself and B and C equally. It is now desired to sell a piece of the land.

(i) Who will be the right vendor or vendors, and in what capacity will he or they enter into the contract?

(ii) Is it necessary for A to appoint a trustee to join with him to receive the purchase money if he alone sells?

(iii) Can a separate appointment be avoided if A, B and C all join in the conveyance and the facts are recited, and A conveys as trustee for sale, with B and C's approval, and the three acknowledge receipt of the purchase money?

(iv) If A conveys as trustee he would presumably only give an acknowledgment and not also an undertaking as to the title deeds retained.

A. By virtue of the L.P.A., 1925, 1st Sched., Pt. IV, para. 1 (1), A became on 1st January last trustee for sale. It is assumed that neither A, B nor C had encumbered their shares, otherwise sub-para. (4), *ib.*, would apply. A should appoint B and C co-trustees for sale with himself and title will then be made by the three as trustees for sale. There must be two trustees to give a valid receipt.

L.P.A., s. 42 (1), renders a stipulation that a purchaser shall accept a title made by A with the concurrence of B and C void; a purchaser of the land could, therefore, in effect, compel title to be made by trustees for sale.

The practice is, of course, that trustees only give an acknowledgment to produce deeds without an undertaking for safe custody: see "Wolst. & Cherry," vol. 1, pp. 235-40. It is perhaps somewhat early to lay down the practice under the new Acts, but in cases like the above, where trustees are beneficiaries acting for themselves alone, beneficial owner covenants and full undertakings would not be inappropriate.

UNDIVIDED SHARES—SALE OF ONE—PROCEDURE.

431. *Q.* During 1926 property was conveyed to A and B in trust for themselves as tenants in common as to the proceeds of sale and rents, etc. B. has now sold her interest to C. A and C wish to have the property conveyed to them as joint tenants beneficially. It is desired to pay no more stamp duty than is necessary for the price paid for the half-share in the proceeds of sale of B. Can you please advise as to the proper way this transaction should be effected?

A. B should convey her interest to C by a deed taking effect in equity and stamped *ad valorem* on the consideration, and B should then retire from the trust and A should appoint C as co-trustee in B's place.

REGISTERED LAND—TRUST FOR OR POWER OF SALE.

432. *Q.* The circumstances are similar to those stated in Q. 161, p. 399, *ante*. The only clause in the settlement rela to sale is as follows: "The trustees shall, as to the husband's fund (and as to the wife's fund), either retain the same respectively in their present state of investment, or, with the consent of the husband, etc. (during life), and after decease of survivor (of husband and wife), at the discretion of the the trustees sell, call in and convert into money the same and invest the moneys to arise therefrom, etc., with power to the trustee to vary the investments." The usual trusts follow—for husband and wife, for life, and then for issue. The investment clause extends authorised securities to leasehold mortgages, etc.

Upon application to the Land Registrar for entry of the life-tenant as legal holder of the registered leasehold, he refers to ss. 23 and 25 of L.P.A., 1925, and "trust for sale" under para. (xxix) of s. 205, and to *Re Johnson, Cowley and Public Trustee*, 1915, 1 Ch., p. 435; and maintains that the trustees should remain registered as legal holders, and claims proof to the contrary if application is made under L.R.A., s. 92, and r. 133.

The said ss. 23 and 25 seem based upon the *assumption* that a trust for sale exists; while s. 25 (4) does not relate to then already existing settlements,, and, so, is absolutely in favour of the tenant for life, even if there existed an express *trust* (either to retain or sell); while para. (xxix) of s. 205 intends "an immediate binding trust for sale"—again in his favour. Also, the L.R.A., s. 94, concerns "a trust for sale, express or implied."

Likewise, s. 63 of the repealed 1882 S.L.A. related to an express "trust or direction for sale" by the trustees, and (apparently) settlement of the proceeds in the form used for personal estate—of the strictly "trader's settlement" order. The trustees have power (in this settlement) to vary investments, and the investment clause extends to leasehold mortgagee (see above).

Might I trouble you for your pronouncement upon the foregoing?

A. See generally answer to *Q.* 240, p. 540, *ante*, written before knowledge of the Land Registrar's view—from which, so far as *Re Johnson* and similar cases decided on the construction of s. 63 of the S.L.A., 1882, are regarded as necessarily authorities on that of s. 205 (1) (xxix), dissent is here respectfully expressed. Applying the "true discrimination" of the answer to Q. 240, the trustees have a power rather than a trust for sale. *Re Johnson, supra*, was decided practically on the clause to negative the sale in *Howe* v. *Lord Dartmouth*, 1802, 7 Ves. 137, see pp. 436 and 442 of report. That clause is not here applicable. If the trustees remain registered, they can sell, see ss. 18-20, 69, of the L.R.A., 1925. If, however, the tenant for life objects, and the Land Registrar adheres to his views, the former may make an application to rectify the register under s. 82.

L. P. A., 1926, s. 149 (6).

433. *Q.* A holds a lease at a rent for the term of twenty years, determinable on the death of X. Has the L.P.A., 1925, s. 149 (6) presented A with a further seventy years' term if X so long lives?

A. The arrangement would be an unusual one, but, given that it was made, the question must be answered in the affirmative.

Executor—Sale—Power to give Receipt.

434. *Q.* A by his Will dated February, 1922, appointed one executor, to whom (after making certain specific bequests, legacies, and an annuity) testator gave the residue of his real and personal property upon trust for sale, with power to postpone indefinitely, and after payment of debts, legacies, etc., in trust for relatives in shares as therein directed. A died in October, 1923, and his Will was proved early in 1924. The executor now proposes to realise testator's realty, and the question arises, can he do so or must he appoint an additional trustee to convey any property that may be sold?

A. A sole executor can sell and give valid receipts, see A.E.A., 1925, s. 2 (2) and L.P.A., 1925, s. 27 (2) (both before and after its modification by the L.P. (Am.) Act, 1926). See also answer to question, p. 40, *ante*.

Will—Appropriation—Costs.

435. *Q.* A testator, who died prior to the 1st January, 1926, by his will bequeathed a large pecuniary legacy to his widow. The will contains a power for the trustees to appropriate investments in or towards satisfaction of legacies. The persons entitled to the residue are the testator's children, who are all infants. The trustees now propose, with the consent of the widow, to transfer to her certain stocks and shares forming part of the testator's residuary estate in satisfaction of her legacy. Are (1) the costs of preparing, completing and registering the necessary deeds of transfer and (2) the stamp duty thereon, payable out of the residue or by the widow?

A. Since the trustees are not bound to appropriate, nor, if the appropriation clause in the will is on the usual lines, the legatee to accept appropriation (see also A.E.A., 1925, s. 41 (1) (ii) (*a*)), both sides are free and the costs may be a matter of bargain. If the trustees sold the securities on the particular day on which they were valued, and handed the proceeds to the legatee, they would have to bear the costs of transfer if the valuation equalled the legacy, so, *primâ facie*, the estate should bear the cost, and this appears to be the practice—though, of course, the legatee gains an advantage in not having to pay the cost of investment.

Settled Land—Death of Tenant for Life—Trustees.

436. *Q.* By a will, proved in 1903, a testator devised to A and B certain freehold ground rents in fee simple upon trust for C during her life, with remainder to X and Y in fee simple as tenants in common in equal shares. A and B were also executors of and proved the testator's will. The devise has been assented to, and C, the tenant for life, has received the rents. The tenant for life is upwards of eighty-seven, and as there is no likelihood of any need for execution of the powers of a tenant for life under the S.L.A., 1925, no vesting deed has been executed. A and B are both upwards of eighty and may or may not outlive C. If A and B, or one of them, does survive C, they, or the survivor of them, will apparently be deemed to be the special representative of C, whether so appointed by her will or not, and probate may be granted to them specially limited to the settled land. C has in fact made a will appointing X and Y her general executors, but not appointing any special executors. Assuming that A and B both predecease C, the settled land will apparently vest in X and Y upon the death of C as her personal representatives. Both are of full age and both will be entitled beneficially in equal shares (subject to death duties) to the settled property on the death of C when the settlement comes to an end.

(1) Assuming A and B both to have predeceased C, will X and Y, on the death of C, as her personal representatives, be able to vest the property in themselves as joint tenants under ss. 7 (5) and 8 of the S.L.A., 1925, by an assent in writing signed by themselves?

(2) If not, what would be necessary to vest the property in X and Y beneficially?

A. It is not expressly provided in s. 22 of the A.E.A., 1925, that, in default of trustees for the purposes of the S.L.A., 1925, the general executors shall also be special executors of the settled property, but it seems to be an implication of s. 23 (1), and in any case the court might make the grant to the general executors, unless they renounced in the circumstances indicated in s. 23 (1). Clearly the court would make the grant in the case put, and the first question is therefore answered in the affirmative, the second not arising. As to a possible requisition arising from the omission of a vesting deed in favour of C, see last lines of answer to *Q.* 252, p. 560.

Assignment of Lease—Execution by Assignee.

437. *Q.* Is it necessary for a purchaser of leasehold to execute the assignment?

A. The assignee may take benefit even if not a party to the assignment, see L.P.A., 1925, s. 56 (1), so *à fortiori* as a party who does not execute. If, however, the assignor is the original lessee, he should require the assignee to execute to bind himself under the usual covenant of indemnity as to rent, etc.

Conveyance—Proviso excluding Doctrine of Derogation—Whether registrable as Land Charge.

438. *Q.* We are acting for the owner of freehold land who is selling a portion and are inserting in the conveyance the usual proviso excluding the right of the purchaser to access of light and air (see, e.g., "Prideaux," Vol. I, p. 737). Should this be registered as a land charge?

A. The proviso, so far from acting as a restrictive covenant, preserves the vendor's freedom in respect of the adjacent land retained. Thus it is not registrable under the L.C.A., 1925, s. 10 (1), Class D (ii), or otherwise.

Outstanding Legal Estates—L.P.A., 1925, s. 42 (3).

439. *Q.* To what outstanding legal estates does s. 42 (3) of L.P.A. apply? If, as appears to be the case, all outstanding legal estates existing immediately after the commencement of the Act are by virtue of Pt. II (2) of the 1st Sched. to the Act extinguished, does the section refer only to legal estates which become outstanding at a date subsequent to the passing of the Act?

A. The simplest example that can be suggested is of property originally vested in trustees for sale, whether before or after 1st January, 1926, the equitable interest in which has, by subsequent dealings, become vested in one person. The sub-section forbids the requirement of such person that a purchaser from him should obtain the concurrence of or a conveyance from the trustees at his, the purchaser's, expense. Thus the sub-section may apply to legal estates whether created before or after the above date.

Correspondence.

The Disciplinary Powers of the Law Society.

Sir,—I have read the article in your paper of the 14th inst. on the above question, which relates to the decision of the Discipline Committee and of the Court of Appeal in the case of *Re H. H. Jennens*, reported in *The Times* of the 14th July last. In that case a solicitor who had been previously convicted of assaulting a member of the Bar was convicted of an assault on the chairman of a working men's club, and as a result was suspended by The Law Society from practice for a period of six months. I have also read the report of the case which has appeared in *The Times*. It seems to me that the attention of The Law Society and of the courts does not appear to have been called to s. 45 of the Offences Against the Person Act, 1861, cited on p. 341 of the last edition of "Stone's Justices Manual," which, shortly stated, is as follows: "If a person has been convicted of an assault and has paid the whole amount adjudged to be paid, then in every such case he shall be released from all *further or other proceedings, civil or criminal*, for the same cause."

As far as I know, and I have been in practice for over half a century, this is the first case in which The Law Society has suspended a solicitor in the case of an assault, and it is very necessary that the powers of the Society should not be extended without due consideration to any decision which may be made. In the pamphlet issued by The Law Society as to the Solicitors' Act, 1888, the form of application to strike off a solicitor or suspend him from practice states that the application is on the ground that the matters of fact stated in the affidavit to be lodged with the application constitute *professional* misconduct on the part of the solicitor. It has been generally understood that only cases of professional misconduct are considered by The Law Society, because if moral misconduct is to be taken into consideration, what becomes of those cases of solicitors where they are cited as respondents or as co-respondents in the Divorce Court and found guilty of the charges set out in the petition? Further, assuming a solicitor has used scurrilous language, has the Discipline Committee a power to take notice of such? If so, what will become of our solicitor politicians who use what was originally termed "Limehouse remarks"? I venture to bring this matter before you because it seems a strong course to adopt that the Discipline Committee, consisting of three members, should deal with 16,000 solicitors enrolled as such. I have no interest in the solicitor in question; I do not know him, nor have I had any professional transaction with him. I am only interested in the decision from a professional point of view. I do not defend or explain his conduct in any way whatever, but, like every other solicitor, I am most anxious to see that the Discipline Committee shall obey the law themselves.

JNO. H. COOKE.

Winsford, Cheshire,
23rd August.

Reviews.

An Analysis of the 24th Edition of Williams on Real Property. By A. M. WILSHERE, M.A., LL.B. Fifth Edition. iv and 161 pp. Sweet & Maxwell, Ltd., Chancery Lane. Price 7s. 6d. net.

The appearance of the fifth edition of this book shows it is well appreciated by students. It is a carefully compiled analysis of the latest edition of "Williams," and the new law has demanded an addition of 28 pages. The references to s. 13, A.E.A., 1925, at pp. 53 and 59, should be replaced by s. 155, Judicature Act, 1925. But this is a minor consideration and does not detract from the merits of a book, which, when read with "Williams," should be of real service to the student, particularly as an aid to the memory.

The Negotiable Instruments Law Annotated, with references to the English Bills of Exchange Act, with the Cases under the Negotiable Instruments Law; Bills of Exchange Act and Comments thereon. By JOSEPH DODDRIDGE BRANNAN, Bussey Professor of Law Emeritus, Harvard University. Fourth Edition. By ZECHARIAH CHAFEE, Jr., Professor of Law, Harvard University, Cincinnati. The W. H. Anderson Company. 1926. cxlviii and 1,041 pp.

As this authoritative work on negotiable instruments is not as well known and frequently used in England as it deserves to be, it may be as well to mention its contents and refer to the arrangement of the subject-matter.

The American Negotiable Instruments Law, which is the main subject-matter of the work, is based upon and largely copied from the English Bills of Exchange Act. It is a draft bill codifying the American law of negotiable instruments prepared by a committee of and submitted in 1896 to the National Conference of State Boards of Commissioners for Promoting Uniformity of Legislation in the United States. It was discussed by the Conference who agreed to recommend it to the Legislatures of the States. The law has now been adopted, in a few cases with modifications, by all the States of the Union, Georgia having enacted it in 1925. The text of each section of the law, as recommended by the Commissioners on Uniform Legislation, is given in this work. Then the changes, if any, made in the section by the various adopting States are indicated and the American cases decided under the particular section are discussed. After that and, of course, under each section, the English cases decided under the corresponding provision of the Bills of Exchange Act are dealt with and annotations are made in footnotes showing the differences in substance and sometimes in form between the Bills of Exchange Act and the Negotiable Instruments Law.

Several important changes have been made in this new edition. In the first place, marginal notes have been introduced to indicate the matter under discussion in each paragraph. Busy practitioners in particular will appreciate this improvement. In the second place, there has been a re-arrangement of the order of the old cases discussed, the aim being to bring as far as possible all cases on one topic together. This again is a change calculated to make the work more convenient to the practitioner. Thirdly, more extensive references are made to articles contained in legal reviews—a move which will enhance the value of the work to those who use it for academic as well as to those using it for practical purposes. Finally, the length of the book has been somewhat reduced.

A perusal of those parts of the book in which points in the English law of negotiable instruments are discussed shows that the task of revision has been done with the greatest care. The new edition may be warmly recommended to English as well as American practitioners.

THE THERAPEUTIC SUBSTANCES, ACT, 1925.

This Act provides that the regulations to be made thereunder shall be framed by a Joint Committee consisting of the Minister of Health, the Secretary for Scotland, and the Minister of Home Affairs for Northern Ireland. It is provided by s. 4 (2) thereof that for the purpose of assisting the Joint Committee in framing the regulations there shall be an Advisory Committee, and this committee has now been constituted as follows: Sir George Newman, K.C.B., M.D. (Chairman), appointed by the Minister of Health; John Jeffrey, Esq., appointed by Scottish Board of Health; Thomas Houston, Esq., M.D., appointed by Ministry of Home Affairs for Northern Ireland; H. H. Dale, Esq., C.B.E., M. D., F.R.S., appointed by Medical Research Council; Sir Nestor Tirard, M.D., appointed by General Medical Council; C. O. Hawthorne, Esq., F.R.C.P., appointed by British Medical Association; Dr. J. H. Burn, M.A., appointed by Pharmaceutical Society of Great Britain; Dr. J. F. Tocher, F.I.C., appointed by Institute of Chemistry of Great Britain and Ireland.

Court of Appeal.

No. 1.

Harnett *v.* **Fisher.** 21st July.

LUNACY—PERSON CERTIFIED TO BE INSANE—RECEPTION ORDER MADE BY MAGISTRATE—REMOVAL AND DETENTION IN ASYLUM FOR SEVERAL YEARS—ESCAPE—ACTION AGAINST DOCTOR FOR NEGLIGENT CERTIFICATION—FINDING THAT PATIENT WAS SANE AT DATE OF CERTIFICATION—DAMAGES—ACTION STATUTE-BARRED—PLAINTIFF NOT WITHIN EXCEPTION OF "PERSON *non compos mentis*"—LIMITATION ACT, 1623 (21 Jac. I, c. 16), ss. 3, 7.

A person certified to be a lunatic and removed to and detained in a lunatic asylum for several years, ultimately escaped, and brought an action against the doctor, who had certified him to be insane, for damages for negligent certification. The jury found that the plaintiff was sane when so certified, and awarded damages. The defendant pleaded that the action was barred by over six years lapse of time since the certification.

Held, that the action was statute-barred as the plaintiff having been found to be sane was not within the exception of "persons non compos mentis *" for the purposes of s. 7 of the Limitation Act,* 1923, *though actually detained and under treatment as a lunatic.*

Appeal from a decision of Horridge, J. (reported 70 SOL. J., p. 737).

The facts are fully stated in the judgment of the Master of the Rolls below :—

Lord HANWORTH, M.R., having stated the nature of the action and the result of the trial in the court below, said that it was necessary to state a few dates which were somewhat remarkable, both with regard to the plaintiff and the defendant. The certificate was given and the reception order made on 10th November, 1912, and the plaintiff, having been first received into Dr. Adam's licensed home, was afterwards removed to an asylum at Croydon, where he remained until he escaped in 1921. After that escape he commenced the action by writ dated 31st May, 1922. The pleadings were delivered by October, but there was then a delay of three years, during which nothing was done in the present action, the plaintiff being concerned in taking proceedings against Dr. Adam and Dr. Bond. More than three years after the delivery of the defence, the defendant re-delivered it and pleaded that the action was barred by the Statute of Limitations. His lordship then referred to the statute, and said that it had been decided in several cases, notably *Piggott* v. *Rush* : 4 Ad. and E.,912 ; that the protection afforded by the proviso in s. 7 extended to actions "on the case" such as the present action was, although actions on the case were not specially mentioned in s. 7. The plaintiff now appealed against the decision of Horridge, J., and contended that he was a person *non compos mentis* within the statute until he regained his liberty in 1921. The simple answer to that was that the jury had found that on 10th November, 1912, he was not a person *non compos mentis*. He was endeavouring to assert two contradictory propositions : (1) that he was of sound mind ; and (2) that for the purposes of the Limitation Act, 1623, he was of unsound mind. It was pointed out in the course of the argument that the fact that a man or a woman was detained under a reception order was not absolutely conclusive on the fact of insanity. Here a relative brought the petition, a doctor signed the certificate, and a justice of the peace signed the reception order. It was quite different where there had been an inquisition in lunacy, and the patient was found to be insane. Steps were allowed to be taken much more summarily in that case. It was argued that as a reception order was made and the plaintiff was detained as a lunatic, he became a lunatic, and therefore a "person of unsound mind," and that he must consequently be deemed to be a person *non compos mentis* within the meaning of the Limitation Act. The Court had looked very carefully into the questions argued, and had referred to a number of authorities, and had examined various sections of the Lunacy Act, 1890. But the matter really came back to the question of the true construction of s. 7 of the Limitation Act, 1623. It was said that a liberal interpretation should be given to the proviso, so that it should enure to the benefit of the plaintiff and to the disadvantage of the defendant. He (his Lordship) felt compelled to say that in many cases great hardship might be caused to a defendant if a cause of action should survive so long as the present one had done. It was, indeed, for that very reason that the Act was passed. The Act did not cut at the root of and destroy the cause of action, but it barred the remedy. Section 3 of the statute was absolute, and if the relief provided by s. 7 did not cover the facts of the case, the action was definitely barred by s. 3. *Non compos mentis* meant a person of unsound mind, and did not include a person wrongfully detained under a reception order as being a person of unsound mind. The judgment of Horridge, J., was right, and the appeal must be dismissed. Inasmuch as the plaintiff had succeeded on the issues of sanity and the amount of damages, the appeal would be dismissed without costs.

WARRINGTON L.J., and SCRUTTON, L.J., delivered judgment to the same effect.

COUNSEL : *J. W. J. Cremlyn* and *N. L. C. Macaskie ; Neilson*, K. C., and *W. Carthew*.

SOLICITORS : *H. Coulson ; Le Brasseur & Oakley.*

[Reported by H. LANGFORD LEWIS, Esq., Barrister-at-Law.]

High Court—Chancery Division.

Horton's Estate, Ltd. *v.* **James Beattie, Ltd.**

Russell, J.

10th, 11th, 14th, 15th, 16th, 17th June and 12th July.

EASEMENTS—ANCIENT LIGHTS—OBSTRUCTION—QUANTUM OF LIGHT TO WHICH PLAINTIFF ENTITLED—STANDARD IN DIFFERENT DISTRICTS.

The standard of lighting required to survive in order to eliminate the existence of an actionable wrong is an absolute standard unaffected by the locality, and a man whose room in a manufacturing locality has been turned into a room no longer adequately lighted for ordinary purposes by reason of an obstruction to his light has suffered just the same actionable wrong as if his room was not in a manufacturing locality.

Witness action. The plaintiff in this case claimed an injunction restraining the defendants from erecting a building so as to cause a nuisance or illegal obstruction to the ancient light on their premises and for an order to pull down. The facts were as follows : The plaintiffs were the owners of a freehold property called "The Joiners' Arms," fronting to the north on Darlington-street, Wolverhampton. It abutted on the west on a street called Tamwell Fold, and on the east on the next door premises in Darlington-street. On the south side it abutted on an alley-way, on the other side of which was a garden. With the exception of a low wall and certain trees in the garden there was an unobstructed access of direct light from the south to a window, an ancient light on the second floor of "The Joiner's Arms." This window was the sole means of lighting a certain room therein. The defendants were erecting at a distance of 5 yards from that window a building 42 feet 6 inches high, extending right across the plaintiffs' premises and Tamwell Fold. The result would be that the room would be deprived of all direct light from the south, and would only have such light as reached the window from the south-west diagonally across Tamwell Fold. The building had already reached a height of 30 feet, and the room was now inadequately lighted for ordinary purposes. The defendants contended that even if the room was inadequately lighted according to ordinary standards, it was adequately lighted

according to the standard applicable to a manufacturing town like Wolverhampton.

RUSSELL, J., after stating the facts, said: The question for consideration is not the question of the light taken away but the question of the quantum of light left behind. In my judgment the plaintiffs have clearly proved that if the defendants erect their proposed building this room will not have sufficient light for ordinary use and ordinary enjoyment. A good point is made by the defendants that even though the evidence establishes that the room would be inadequately lighted according to ordinary standards, yet a different standard must be applied to a room situated in a manufacturing town such as Wolverhampton, and that even though it be badly lighted it is still no worse off than other back rooms in the same neighbourhood. Accordingly it is said that no actionable wrong is committed. I cannot accede to this argument. It is true that there are to be found in some of the reported cases references to locality in regard to nuisances by noise and smell, and occasionally in regard to obstruction to light, but I know of no reported decision establishing that an obstruction to an ancient light which renders a room inadequately lighted and causes an actionable nuisance, ceases to be an actionable nuisance if the locality is shifted. In default of any binding authority to this effect I decline to hold so. The standard of lighting required to survive in order to eliminate the existence of a nuisance seems to me of necessity an absolute standard. The human eye requires as much light for comfortable reading or sewing in Darlington-street, Wolverhampton, as in Mayfair. True, no doubt, it is, that as a rule buildings are more crowded together in manufacturing districts than in residential neighbourhoods. Lights have been obstructed, and, no doubt, where there have been ancient lights compensation has been accepted. True, no doubt, it may be, that an adequately lighted ground floor back room is a rare find in a manufacturing district. I can see, however, no reason in this for saying that a man whose room is in such a locality has been turned into a room no longer admitting light for ordinary purposes has not suffered an actionable wrong. It is agreed that if the height of the defendants' building does not exceed 23 feet 6 inches the plaintiffs will be adequately protected. I grant the injunction asked for, and there will be an order on the defendants to pull down so much of their building as is opposite the plaintiffs' premises and exceeds the height of 23 feet 6 inches.

COUNSEL: *C. A. Bennett*, K.C., and *G. M. Simmonds*; *Sir Herbert Cunliffe*, K.C., and *E. Ackroyd*.

SOLICITORS: *Redfern & Co.*, for *Redfern & Co.*, of Birmingham; *Allens & Co.*, for *J. M. Quiggin & Son*, Liverpool.

[Reported by L. MORGAN MAY, Esq., Barrister-at-Law.]

MOTOR LICENCE ARREARS.

Whether a council has power to recover arrears in a case in which a motorist has used an unlicensed car was the point raised at Kingston Police Court last week, when William Watkins, of Baker-street, London, was summoned for driving a car and using an excise licence which had expired. Mr. J. Leatherbarrow, who prosecuted for the Surrey County Council, said the defendant's car was a twenty-eight horse-power one, and the licence for three months was £7 14s.

The Mayor.—Will the council recover that amount when the defendant applies for another licence? Mr. Leatherbarrow—No; that is impossible. The licence period has expired and the arrears cannot be collected. Mr. W. W. Scott (a magistrate).—Can't you claim the amount in a civil court? Mr. Leatherbarrow.—I have never known it done. I don't think there is any provision for that. A fine of £10 was imposed.

Rules and Orders.

THE RULES OF THE SUPREME COURT (No. 3), 1926, DATED 26TH JULY, 1926.

We, the Rule Committee of the Supreme Court, hereby make the following Rules:—

1. In the Rules and Orders specified in the first column of the First Schedule to these Rules, the words set out in the second column of the said Schedule are hereby annulled and those set out in the third column are hereby substituted therefor.

2. In the Rules and Orders specified in the first column of the Second Schedule to these Rules, the words set out in the second column of the said Schedules are hereby annulled.

3. Rule 19 of Order XLII and paragraph (46) of Rule 27 of Order LXV are hereby annulled.

4. These Rules may be cited as the Rules of the Supreme Court (No. 3), 1926, and the Rules of the Supreme Court, 1883, shall have effect as amended by these Rules.

Dated the 26th day of July, 1926.

Cave, C.	*A. A. Roche*, J.
Hanworth, M.R.	*T. R. Hughes.*
Charles H. Sargant, L.J.	*E. W. Hansell.*
Sankey, J.	*C. H. Morton.*
P. Ogden Lawrence, J.	*Roger Gregory.*

FIRST SCHEDULE.

1st Column.		2nd Column.	3rd Column.
Order.	*Rule.*		
I	1	"previously to the commencement of the principal Act"	"immediately before the 1st November, 1875."
I	1	"previously to the commencement of the principal Act"	"immediately before that date."
I	2	"if the Acts had not been passed"	"immediately before the 1st November, 1875."
V	5	"if the principal Act had not passed"	"immediately before the 1st November, 1875."
XVI	10	"Acts"	"Act."
XVI	10	"previously to the commencement of the principal Act"	"immediately before the 1st November, 1875."
XVI	17	"before the passing of the principal Act"	"immediately before the 1st November, 1875."
XXII	12	"Trustee Act, 1893" ..	"Trustee Act, 1925."
XXII	17	"and of section 2 (2) of the Trustee Act, 1893, are for the time being complied with"	"are for the time being complied with and subject to the conditions and restrictions imposed by section 2 of the Trustee Act, 1925."
XXX	1(d)	"34 of the Judicature Act, 1873"	"56 of the Act."
XXXVI	3	"principal Act"	"Act."
XXXVI	4	"previously to the passing of the principal Act"	"immediately before the 1st November, 1875."
XXXVI	22(c)	"principal Act"	"Act."
XXXVI	40	"shall commence and terminate respectively"	"shall commence and terminate respectively and the time actually occupied thereby."
XXXVI	44	"the 29th section of the principal Act"	"section 70 of the Act."
XXXVII	34B	"Insurance Commissioners"	"Minister of Health."
XXXVII	34B	"section 67 of the National Insurance Act, 1911, or section 27 of the National Insurance Act, 1913, or to inquiries referred to in subsection (2) of Section 32 of the National Insurance Act, 1918"	"section 90 of the National Health Insurance Act, 1924."
XXXVII	34B	"Insurance Commissioners"	"Minister of Health."
XXXVII	34B	"Insurance Commissioners"	"Minister of Health."
XL	1	"Acts"	"Act."
XLI	6	"Acts"	"Act."
XLI	7	"Acts"	"Act."
XLII	3	"is transferred by the principal Act"	"was transfered by the Supreme Court of Judicature Act, 1873."
XLIII	6	"before the commencement of the principal Act"	"immediately before the 1st November, 1875."
XLVII	1	"before the commencement of the principal Act."	"immediately before the 1st November, 1875."
XLIX	8	"before the commencement of the principal Act"	"immediately before the 1st November, 1875."
L	6	"section 25, sub-section 8, of the principal Act"	"section 45 of the Act."
L	6	"sub-section 8"	"section 45."
LII	3	"at the time of the passing of the principal Act"	"immediately before the 1st November, 1875."
LIII.C.	4(c)	"Workmen's Compensation Acts 1906 to 1923"	"Workmen's Compensation Act, 1925"
LIV	12(e)	"sub-section 8 of section 25 of the principal Act"	"section 45 of the Act."
LIV.C.	1	"the Act"	"the Life Assurance Companies (Payment into Court) Act, 1896" (in this Order called "the Act.")
LV	2(11)	"Copyhold Commissioners"	"Minister of Agriculture and Fisheries."
LV	14	"the Act in the last preceding Rule mentioned"	"the Act mentioned in Rule 13."

1st Column.		2nd Column.	3rd Column.
LVIII	9	"Companies Act, 1862" ..	"Companies (Consolidation Act, 1908."
LVIII	20	"Workmen's Compensation Act, 1906"	"Workmen's Compensation Act 1925."
LIX	2	"section 17 of the Appellate Jurisdiction Act, 1876"	"section 60 of the Act."
LIX	4	"section 45 of the principal Act"	"section 24 of the Act."
LXIII	11	"is by the principal Act"	"was by the Supreme Court of Judicature Act, 1873."
LXIV	1	"after the commencement of of the principal Act"	"after the 31st October, 1875."
LXV	1	"Acts"	"Act."
LXV	27(25)	"is by the principal Act"	"was by the Supreme Court of Judicature Act, 1873."
LXV	27(25)	"previous to the commencement of the principal Act"	"immediately before the 1st November, 1875."
LXV	27(37)	"prior to the commencement of the principal Act"	"immediately before the 1st November, 1875."
LXV	27(37)	"principal Act"	"Act."
LXXI	1	"the 100th section of the principal Act"	"section 225 of the Act."
LXXI	1(a)	"Acts"	"Act."
LXXI	1(b)	"Acts"	"Act."
LXXI	1	"'The principal Act' means the Supreme Court of Judicature Act, 1873"	"'The Act' means the Supreme Court of Judicature (Consolidation) Act, 1925."
LXXII	2	"Acts"	"Act."

SECOND SCHEDULE.

1st Column.		2nd Column.
Order.	*Rule.*	
XXXVI	9A(4)	"provided that this Rule shall be without prejudice to the power of the Court under section 17 of the Juries Act, 1870, to order that a Special Jury be struck according to the practice then prevailing;"
XXXVI	45	"appointed under the principal Act."
XLVI	2	"No writ of distringas shall hereafter be issued under the Act 5 Vict. c. 5, s. 5."
LXI	8	"whether dated before or since the commencement of the principal Act."
LXXI	1	"'The Acts' means the Supreme Court of Judicature Acts, 1873 to 1879, the Appellate Jurisdiction Act, 1876, and the Supreme Court of Judicature Act, 1881."

Legal Notes and News.

Appointments.

The King has been pleased to appoint Mr. CECIL PATRICK BLACKWELL, barrister-at-law, to be one of the Judges of the High Court of Judicature at Bombay, in place of Sir Alfred Amberson Barrington Marten, LL.D., barrister-at-law, who has been appointed Chief Justice of that Court.

The Lord President of the Council has approved the appointment of Mr. W. A. C. GOODCHILD, an assistant secretary in the Scottish Office, to be a member of the Committee recently appointed to inquire into the scope and administration of the Poisons and Pharmacy Acts.

Mr. A. S. COLDHAM, solicitor, Deputy Clerk to the Hucknall (Notts) Urban District Council, has been appointed Clerk to the St. Austell Rural District Council and Board of Guardians in succession to Mr. F. N. Smith, recently appointed Town Clerk of Basingstoke.

Partnership Dissolved.

GERALD WARING CUTLER and JAMES ST. CLAIR MADRYN YALE, solicitors, 15, Duke street, St. James's, S.W.1 (Cutler and Allingham), by mutual consent as from 4th August. G. W. Cutler will continue to carry on the profession under the same style of Cutler and Allingham.

Wills and Bequests.

Mr. Griffith Thomas Davies, M.A., solicitor, of Ynyslwyd, and of Monk-street, Aberdare, Glamorgan, who died on 20th April, left estate in his own disposition of the gross value of £87,016. Among other legacies he left: £1,500 and his office desk to his clerk, George Howells, together with the use for life of his office 68 Monk-street, Aberdare, subject to the payment by him of £25 per annum to Mrs. Catherine Richards for her life.

Sir George Morison Paul, LL.D., D.L., of Eglinton-crescent, and St. Andrew-square, Edinburgh, for nineteen years Deputy Keeper of H.M. Signet in Scotland, a director of the Scottish Provident Institution, who died on 4th May, aged eighty-six, left personal property of the value of £97,818.

Mr. Herbert Edward Farnfield, solicitor, of Lower Thames-street, E.C., and Palace-road, Streatham, S.W., who died on 22nd May, left estate of the gross value of £36,238 (with net personalty £33,891). He left: £200 each to Frederick William Emos and Charles William Humphreys, and £100 to Henry Spurr, if still in the employment of his firm.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate 5%. Next London Stock Exchange Settlement, Thursday, 16th September, 1926.

	Middle Price 25th Aug.	Interest Yield.	Yield with Redemption.
English Government Securities.		£ s. d.	£ s. d.
Consols 2½%	55⅛	4 10 6	—
War Loan 5% 1929-47	101 11/16	4 19 0	4 19 0
War Loan 4½% 1925-47	95⅛	4 14 6	4 17 6
War Loan 4% (Tax free) 1929-47	101½	3 18 6	3 19 0
War Loan 3½% 1st March 1928	97⅜	3 12 0	4 18 0
Funding 4% Loan 1960-90	86⅛	4 13 0	4 14 0
Victory 4% Bonds (available for Estate Duty at par) Average life 35 years	92⅞xd	4 6 6	4 8 6
Conversion 4½% Loan 1940-44	95⅞	4 13 6	4 16 0
Conversion 3½% Loan 1961	75½	4 12 6	—
Local Loans 3% Stock 1921 or after	63½	4 15 0	—
Bank Stock	256	4 14 6	—
India 4½% 1950-55	91½	4 19 0	5 2 0
India 3½%	69½	5 1 0	—
India 3%	59½	5 1 0	—
Sudan 4½% 1939-73	93	4 17 0	5 0 0
Sudan 4% 1974	85½	4 13 0	4 17 6
Transvaal Government 3% Guaranteed 1923-53 (Estimated life 19 years)	£0½	3 15 6	4 12 6
Colonial Securities.			
Canada 3% 1938	83½	3 12 6	4 19 0
Cape of Good Hope 4% 1916-36	92½	4 6 6	5 1 0
Cape of Good Hope 3½% 1929-49	79½	4 8 0	5 1 0
Commonwealth of Australia 5% 1945-75	99	5 1 0	5 1 0
Gold Coast 4½% 1956	94½	4 15 0	4 17 6
Jamaica 4½% 1941-71	92½	4 17 0	4 17 0
Natal 4% 1937	93	4 6 0	4 18 0
New South Wales 4½% 1935-45	90½	5 0 6	5 5 0
New South Wales 5% 1945-65	98⅝	5 1 0	5 2 0
New Zealand 4½% 1945	94½	4 15 6	4 19 0
New Zealand 4% 1929	97½	4 3 0	5 1 6
Queensland 3½% 1945	76½	4 12 6	5 10 0
South Africa 4% 1943-63	85½	4 14 0	4 17 6
S. Australia 3½% 1926-36	83½	4 1 6	5 7 6
Tasmania 3½% 1920-40	83½	4 4 0	5 4 0
Victoria 4% 1940-60	83½	4 15 6	5 0 0
W. Australia 4½% 1935-65	90½	4 19 6	5 2 0
Corporation Stocks.			
Birmingham 3% on or after 1947 or at option of Corpn.	62½	4 16 0	—
Bristol 3½% 1925-65	75½	4 13 0	5 0 0
Cardiff 3½% 1935	88⅞	3 19 6	5 2 0
Croydon 3% 1940-60	67⅞	4 9 0	5 1 0
Glasgow 2½% 1925-40	76½	3 6 0	4 16 0
Hull 3½% 1925-40	75½	4 13 0	5 0 6
Liverpool 3½% on or after 1942 at option of Corpn.	73½	4 15 0	—
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	52½	4 15 6	—
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	62½	4 16 0	—
Manchester 3% on or after 1941	62½	4 16 0	—
Metropolitan Water Board 3% 'A' 1963-2003	63½	4 14 0	4 16 6
Metropolitan Water Board 3% 'B' 1934-2003	63½	4 14 6	4 15 6
Middlesex C. C. 3½% 1927-47	79½	4 8 0	5 0 0
Newcastle 3½% irredeemable	71½	4 18 0	—
Nottingham 3% irredeemable	62½	4 16 0	—
Plymouth 3% 1920-60	67½	4 9 0	5 0 6
English Railway Prior Charges.			
Gt. Western Rly. 4% Debenture	81¼	4 18 0	—
Gt. Western Rly. 5% Rent Charge	99	5 1 0	—
Gt. Western Rly. 5% Preference	94½	5 6 0	—
L. North Eastern Rly. 4% Debenture	78½	5 2 6	—
L. North Eastern Rly. 4% Guaranteed	74	5 8 0	—
L. North Eastern Rly. 4% 1st Preference	67½	5 18 6	—
L. Mid. & Scot. Rly. 4% Debenture	79¼	5 1 0	—
L. Mid. & Scot. Rly. 4% Guaranteed	77	5 4 0	—
L. Mid. & Scot. Rly. 4% Preference	73	5 9 6	—
Southern Railway 4% Debenture	80¼	5 0 0	—
Southern Railway 5% Guaranteed	97½	5 2 6	—
Southern Railway 5% Preference	94¾	5 5 6	—

Court Papers: Vacation Notice (2).

High Court of Justice.

LONG VACATION, 1926.

During the Vacation, up to and including Monday, 6th September, all applications "which may require to be immediately or promptly heard," are to be made to the Hon. Mr. Justice Fraser.

COURT BUSINESS.—The Hon. Mr. Justice Fraser will, until further notice, sit in the Lord Chief Justice's Court, Royal Courts of Justice, at 10.30 a.m., on Wednesday in every week, for the purpose of hearing such applications, of the above nature, as, according to the practice in the Chancery Division, are usually heard in Court.

No case will be placed in the Judge's Paper unless leave has been previously obtained or a Certificate of Counsel that the case requires to be immediately or promptly heard, and stating concisely the reasons, is left with the papers.

The necessary papers, relating to every application made to the Vacation Judges (see notice below as to Judge's Papers), are to be left with the Cause Clerk in attendance, Chancery Registrars' Office, Room 136, Royal Courts of Justice, before 1 o'clock, two days previous to the day on which the application is intended to be made.

URGENT MATTERS WHEN THE JUDGE IS NOT PRESENT IN COURT OR CHAMBERS.—Application may be made *in any case of urgency*, to the Judge personally (if necessary), or by post or rail, prepaid, accompanied by the brief of Counsel, office copies of the affidavits in support of the application, and also by a Minute, on a separate sheet of paper, signed by Counsel, of the order he may consider the applicant entitled to, and also an envelope, sufficiently stamped, capable of receiving the papers, addressed as follows: "Chancery Official Letter: To the Registrar in Vacation, Chancery Registrars' Office, Royal Courts of Justice, London, W.C.2."

On applications for injunctions, in addition to the above, a copy of the writ must also be sent.

The papers sent to the Judge will be returned to the Registrar.

The address of the Vacation Judge can be obtained on application at Room 136, Royal Courts of Justice.

CHANCERY CHAMBER BUSINESS.—The Chambers of Mr. Justice Eve and Mr. Justice Romer will be open for vacation business on Tuesday, Wednesday, Thursday and Friday only in each week, from 10 to 2 o'clock.

KING'S BENCH CHAMBER BUSINESS.—The Hon. Mr. Justice Fraser will, until further notice, sit for the disposal of King's Bench Business in Judge's Chambers, at 10.30 a.m. on Tuesday in every week, for the disposal of King's Bench Business.

PROBATE AND DIVORCE.—Summons s will be heard by the Registrar, at the Principal Probate Registry, Somerset House, every day during the Vacation at 11.30 (Saturdays excepted).

Motions will be heard by the Registrar on Wednesdays, the 8th and 22nd September at the Principal Probate Registry at 12.15.

Decrees will be made absolute on Wednesdays, the 1st, 15th and 29th September.

All Papers for Motions and for making Decrees absolute are to be left at the Contentious Department, Somerset House, before 2 o'clock on the preceding Friday.

The Offices of the Probate and Divorce Registries will be opened at 10 a.m. and closed at 4 p.m., except on Saturdays, when the Offices will be opened at 10 a.m. and closed at 1 p.m.

JUDGE'S PAPERS FOR USE IN COURT.—Chancery Division.—The following Papers for the Vacation Judge are required to be left with the Cause Clerk in attendance at the Chancery Registrars' Office, Room 136, Royal Courts of Justice, on or before 1 o'clock, two days previous to the day on which the application to the Judge is intended to be made:—

(1) Counsel's certificate of urgency or note of special leave granted by the Judge.

(2) Two copies of writ and two copies of pleadings (if any).

(3) Two copies of notice of motion, one bearing a 10s. impressed stamp.

(4) Office copy affidavits in support, and also affidavits in answer (if any).

N.B.—Solicitors are requested when the application has been disposed of, to apply at once to the Judge's Clerk in Court for the return of their papers.

VACATION REGISTRAR.—Mr. Bloxham (Room 180).

Chancery Registrars' Office,
Royal Courts of Justice,
August, 1926.